



**State of New Mexico
Purchase Order**

PO Number to be on all Invoices and Correspondence
Dispatch via Print

Children, Youth & Family Dept

P.O. DRAWER 5160
SANTA FE NM 87501
United States

Vendor: 0000054450
THE UNIVERSITY OF NEW MEXICO
HSC CONTROLLERS OFFICE
MSC09 5220
ALBUQUERQUE NM 87131-5041

Purchase Order	Date	Revision	Page
69000-0000040202	07/02/2013		1
Payment Terms		Freight Terms	Ship Via
Buyer	Pay Now	FOB Destination	Best Way

IRENE PATTERSON
Ship To: 1120 PASEO DE PERALTA, ROOM 212
SANTA FE NM 87502
United States

Bill To: P.O. DRAWER 5160
SANTA FE NM 87501
United States

Origin: EXE **Exc!Excl #:** 13-1-98A

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	To continue the professional development of home visitors and therefore increase quality of services.		1.00	EA	185,500.00	185,500.00	07/02/2013
	69000-06700-4050000000-535300- -006907- - -114-30000				Schedule Total	<u>185,500.00</u>	
	Contract ID: 0000000000000000000015926		Contract Line:	0	Release:	1	
					Item Total	<u>185,500.00</u>	
2- 1	To continue the professional development of home visitors and therefore increase quality of services.		1.00	EA	68,000.00	68,000.00	07/02/2013
	69000-06700-4050000000-535300- -006927- - -114-30000				Schedule Total	<u>68,000.00</u>	
	Contract ID: 0000000000000000000015926		Contract Line:	0	Release:	2	
					Item Total	<u>68,000.00</u>	
3- 1	To continue the professional development of home visitors and therefore increase quality of services.		1.00	EA	16,000.00	16,000.00	07/02/2013
	69000-06700-4050000000-535300- -006937- - -114-30000				Schedule Total	<u>16,000.00</u>	
	Contract ID: 0000000000000000000015926		Contract Line:	0	Release:	3	
					Item Total	<u>16,000.00</u>	

CONTRACT 14-690-15926

Total PO Amount

269,500.00

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

AGREEMENT

THIS AGREEMENT, 14-690-15926 is entered into by and between the State of New Mexico Children, Youth and Families Department, hereinafter referred to as the "Agency" and Regents of the University of New Mexico for its public operation known as the Health Science Center specifically for the department of Pediatrics, Center for Development and Disabilities (CDD), hereinafter referred to as the "Contractor."

WHEREAS, the Agency is the state agency designated to receive and administer state funds to provide professional development of Home Visitors and therefore increase the quality of services.

WHEREAS, the Agency desires to engage and the Contractor is willing to provide certain portions of the Agency's program.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

I. Period of Agreement

This Agreement shall become effective when signed by both parties and shall terminate on **June 30, 2017**, unless terminated pursuant to Article VI, *infra*.

II. Statement of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "Attachment 1 – Statement of Work" and incorporated herein by reference, unless amended or terminated pursuant to Article VI, *infra*. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Statement of Work.

III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed eight hundred twenty six thousand dollars (**\$826,000.00**). The annual budget is attached hereto as "Attachment 2 - Budget" and incorporated herein by reference.

IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in Attachment 2. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within thirty (30) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

VI. Termination of Agreement

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to intended date of termination. **By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT.**

VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

VIII. Maintenance of Records

The Agency shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. The Contractor shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three (3) years. The Contractor agrees to comply with the requirements and regulations set forth in **Attachment 3 – Administrative and Fiscal Standards**, unless the Contractor demonstrates in writing, with written approval from CYFD, that any specific standard is inapplicable to such Contractor.

IX. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

X. Amendments

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of

receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

XI. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

XII. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement.

XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

XV. Execution of Documents

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

XVI. Sub-Contracts

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the CYFD Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Procuring Agency. Contractor must notify subcontractors that they are subject to Section VIII Maintenance of Records of this agreement.

XVII. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

XVIII. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

XIX. Lobbying Certification

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

XX. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenewmexico.state.nm.us/>.

XXI. Background Checks

CYFD Contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The Contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

XXII. Health Insurance Portability and Accountability Act of 1996.

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in **Attachment 4**, which is attached and incorporated by reference.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective when signed by both parties.

Contractor -

Authorized Signatory

Date: 6-26-13

Michael Schwantes
Chief Financial Services Officer, HSC

Printed Title of Authorized Signatory

Legal Counsel, Contractor

Date: _____

Agency – Children, Youth and Families Department

Chonette Barnes
Secretary or Designee, CYFD

Date: 6/28/13

Approved as to legal form and sufficiency.

Office of General Counsel, CYFD

Date: 6/27/13

SCOPE OF WORK - HOME VISITING FY14
Regents of the University of New Mexico – Center for Development and Disabilities (CDD)

Performance Measures:

1. Training modules conducted.
2. Copy of all training and reflective call syllabi provided each quarter.
3. Small group reflective consultation calls completed monthly.
4. Quarterly Meetings planned and conducted/meeting notes provided.
5. Evaluation of all training activities conducted, summarized and reported.
6. Reflective consultation calls with national consultant completed.
7. Service Definition Manual updated as revisions developed.
8. All required reports submitted.

Goal:

Families receiving CYFD-funded Home Visiting (HV) services in New Mexico will be served by competent, supported, and trained staff from participating programs.

Objective(s):

Home visiting supervisors in CYFD-funded HV programs will be supported in increasing their competency using the New Mexico Association for Infant Mental Health (NMAIMH) competencies for Culturally-Sensitive, Relationship-based Practice Promoting Infant Mental Health as a guide, through monthly reflective consultation calls, quarterly meetings, and specialized, targeted training activities provided by the UNM CDD professional development team and consultants. Evaluation tool will be developed to assess home visitors increased competencies due to training being provided.

Activities:

I. ONLINE/MODULAR TRAINING

- A. Maintain four existing online training modules in *Foundations of Relationship-Based Home Visiting* series (developed in FY 2011) and the *Child Development: Birth to Three, “A Family Story”* module sections (developed in FY 2012) for access by home visiting personnel.
- B. Revamp & update the *Foundations of Relationship-Based Home Visiting Tools Module* to reflect changes in screening and observation tools and to reflect the current fiscal year focus on making connections between what happens on home visits, reflective supervision, documentation and the database.
- C. Develop two new online training modules that will be available on-line from initiation throughout contract year. Module process will include a list of IMH competency(ies) addressed by the module or module section and noted on the certificate of completion. Online training module topics selected by the CYFD HV Program Manager:
 1. a primer on reflective supervision

2. Advanced training geared toward experienced home visitors and managers, based on needs identified by home visiting leadership with input from field.
- D. For all online trainings, the UNM CDD will:
 1. maintain attendance/completion list of personnel utilizing on-line training;
 2. maintain evaluation by personnel completing on-line training modules.

II. CONDUCT/PROVIDE/PARTICIPATE IN FACE-TO-FACE TRAINING

- A. Schedule, plan, deliver and evaluate three face-to-face training on three current topics identified by home visiting leadership with input from field. Two of these trainings will be provided twice in two different locations in the State. Trainings selected in cooperation with CYFD HV Manager:
 1. Family Dynamics
 2. Trauma/Secondary Trauma (Albuquerque & Las Cruces)

III. ORIENTATION GUIDE

Develop, design, produce and distribute an orientation guide for new HV Managers/Supervisors, based on feedback from the HV Managers and the CYFD HV Program Manager. The product will, among other things, identify essential elements of orienting home visitors. The exact form and content will be decided upon in consultation with the CYFD HV Program Manager.

IV. BROCHURE ON HOME VISITING

In collaboration with CYFD, develop material for a brochure on home visiting services in the State of New Mexico.

V. COLLABORATION MEETINGS WITH THE UNM DATABASE TEAM

The UNM CDD HV Professional Development Team will meet monthly (initially), and bimonthly, at a minimum, with the UNM Database Team, and the CYFD HV Program Manager, at the Manager's discretion. The purpose of these meetings will be to:

- A. Increase the HV Professional Development Team's knowledge and understanding of the database.
- B. Identify areas where home visitors are unclear about definitions in the database, the use of screening tools (or frequency of use), or other areas of difficulty as identified by the teams and/or the CYFD HV Program Manager.
- C. Identify ways to clarify these issues, such as during Quarterly Meetings, Ask the Manager Calls, inclusion in the SDM, or other venues.

VI. REFLECTIVE CONSULTATION

Conduct monthly reflective phone calls (or teleconferencing, if desired) with HV program supervisor groups; up to 6 cohort groups, with up to 5 members in each group, for a total of up to 30 participants.

- A. Review group constellations for FY14 with CYFD HV Program Manager;
- B. Provide all participants with syllabus for the FY13 year;
- C. Set dates and time of calls for the FY14 year with all participants;

- D. Summarize all calls in a format agreed upon with the CYFD HV Program Manager; provide summary to participants and CYFD program manager no more than 7 days after the call;
- E. Provide resource materials to participants with copies to the CYFD HV Program Manager; and
- F. Provide CYFD reports as requested.

VII. ASK THE MANAGER CALLS

Schedule and co-facilitate Ask the Manager Calls, one time per month, in collaboration with the CYFD HV Program Manager. Provide toll free number for call in by Home Visiting Program managers. Disseminate notes via the listserv to home visiting managers and the CYFD HV Program Manager.

VIII. QUARTERLY MEETINGS

Schedule, plan, and co-facilitate (w/CYFD staff) four quarterly meetings with up to 20 home visiting programs at one central location, with option of teleconferencing connection at up to two regional sites. Provide technical assistance for use of video conferencing or other video technology to enhance participant involvement/engagement; meetings notes taken, summarized and reported to CYFD and Home Visiting programs after each meeting.

IX. ANNUAL CONFERENCE

Plan, in collaboration with the CYFD HV Program Manager, the annual Home Visiting Conference, to include participation from a broad home visiting personnel from a wide range of programs and initiatives supported through CYFD. Conference theme(s) will be generated from input from home visiting field personnel and identified national priorities. Additional tasks will include: scheduling conference, identifying budget priorities, arranging logistics including time and location, disseminating information about the conference, managing registration, identifying keynote and other speakers, conducting evaluation, and providing certificate of participation to include Infant Mental Health (IMH) competencies addressed through the conference.

X. ATTEND PLANNING MEETINGS FOR STATEWIDE HOME VISITING MEETING

Attend and participate in 5 meetings in Albuquerque and/or Santa Fe with the CYFD Federal HV Program Manager and the CYFD State HV Program Manager for the purpose of developing meeting goals and outcomes and an agenda, identifying possible venues and developing a budget.

XI. EVALUATION

Evaluations conducted/compiled for all trainings, conference, quarterly meetings, and reflective calls with HV supervisors; reported to CYFD quarterly.

XII. TEAM MEETINGS

Contract with a designated national consultant and provide technical assistance for use of video conferencing and/or conference calling, for reflective consultation. Participants will

include the CYFD HV Program Manager, UNM CDD HV Professional Development Team and others at the discretion of the CYFP HV Program Manager.

XIII. ADDITIONAL ACTIVITIES

- A. UNM CDD will provide access to conference calling services for reflective consultation calls with HV supervisors, team consultation calls with national consultant, and for monthly administrative calls.
- B. UNM CDD will provide Quarterly Reports to CYFD regarding all activities and evaluation information.
- C. Final report summary of all activities as well as evaluations of trainings including anecdotal comments and proposed trainings for FY14 as well as other information as requested by CYFD HV Program Manager. Report will be submitted no later than June 30, 2014.
- D. UNM CDD will review information/feedback provided from Home Visiting Managers and revise the existing CYFD NM HV Programs Service Definition Manual prior to the end of the fiscal year.
- E. Enhance the UNM CDD Home Visiting website:
 - 1. Add articles as they are written, to the website.
 - 2. In collaboration with CYFD, provide links to the CYFD website on the UNM CDD Home Visiting website and links from the CYFD website to the UNM CDD Home Visiting website.
 - 3. Enhance accessibility/usability of the UNM CDD Home Visiting website where applicable.

Attachment 2- Budget

Regents of the University of New Mexico - CDD

Year 1

<u>Description</u>	<u>Amount</u>
General Funds Contractual Services	\$ 185,500.00
Federal Funds Contractual Services	\$ 84,000.00
Total	\$ 269,500.00

Year 2

<u>Description</u>	<u>Amount</u>
General Funds Contractual Services	\$ 185,500.00
Total	\$ 185,500.00

Year 3

<u>Description</u>	<u>Amount</u>
General Funds Contractual Services	\$ 185,500.00
Total	\$ 185,500.00

Year 4

<u>Description</u>	<u>Amount</u>
General Funds Contractual Services	\$ 185,500.00
Total	\$ 185,500.00

The total amount of the contract shall not exceed **\$ 826,000.00** including gross receipts tax.

Attachment 3

CHILDREN, YOUTH AND FAMILIES DEPARTMENT'S

ADMINISTRATIVE

AND

FISCAL STANDARDS

For Sole Proprietors,

For Non-Profit Organizations,

Local Bodies of Government,

And

For-Profit Incorporated Entities

Note: All contractors are required to adhere to all local, state and federal regulations as applicable to their operations. All contractors are required to follow audit and reporting requirements set forth in this document. In the event of a contradiction between these standards and contract requirements the contract agreement supersedes the Administrative and Fiscal Standards.

ADMINISTRATIVE STANDARDS

For Non-Profit Organizations

1. The Board shall ensure that the agency has current articles of incorporation that meet all of the legal requirements of the governmental jurisdiction in which the contractor is located.
2. The Board shall ensure that the agency has current by laws that are filed with the appropriate local, state, or federal body. At a minimum, the agency by-laws should include:
 - a. Membership (types, qualification, rights, duties);
 - b. Size of Board of Directors;
 - c. Method of selection and removal;
 - d. Duties and responsibilities of officers;
 - e. Committees;
 - f. Quorums;
 - g. Recording of minutes;
 - h. Method for amending by-laws.
3. The Board shall ensure that the agency complies with applicable legal requirements and regulations of all governmental and legally authorized agencies under whose authorities it operates. These include, but are not limited to those regarding equal employment opportunity, workers compensation, unemployment insurance, affirmative action, safety, licensing, etc.
4. Board members shall be residents of the area served by the organization and representative of the social, economic, linguistic, ethnic, and racial target population. The agency shall not employ a person related to a Board member by consanguinity or affinity within the third degree. This includes, but is not limited to, spouse, mother, father, brother, sister, grandparents, aunt, uncle, niece, nephew, first cousins, mother-in-law, father-in-law, brother-in-law or sister-in-law.
5. A permanent record shall be kept of all meetings of the Board. Minutes of the meetings of the agency's Board are required in order to accurately record the decisions made and actions taken. These minutes shall include, but not be limited to, meeting date, names of members attending, topic discussed, decisions reached, actions taken, and attachment of any documents referenced. Board minutes shall be signed and approved by an officer of the Board.

For All Contractors

Personnel

1. The contractor shall have a current and dated organization chart that accurately reflects the staff structure of authority, responsibility and accountability within the organization. The organizational chart must illustrate the relationship of each position or department to all other positions or departments within the organization.

2. The contractor shall have written personnel policies and procedures. All policies and procedures shall be reviewed annually, and any changes, additions, deletions, etc., shall be dated. Procedures must be in place that allows employees to provide input into changes in agency and personnel policies and procedures.
3. The contractor shall maintain current, written job descriptions and job qualifications for all positions (staff, consultants and direct service volunteers) in the agency. Each job description shall include, at a minimum:
 - a. Job title;
 - b. Salary range;
 - c. Duties;
 - d. Responsibilities of the positions;
 - e. Required minimum experience;
 - f. Required minimum training;
 - g. Required minimum education.
4. The contractor shall maintain a current, accurate and confidential personnel record for each paid and direct service volunteer employee. A personnel record on each employee shall contain, at a minimum:
 - a. Job description;
 - b. Initial application/resume;
 - c. Documentation of reference letters;
 - d. Result of employment investigation;
 - e. Background checks:
 1. CYFD contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. The contractor must submit to CYFD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required having background checks. CYFD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. A CYFD eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.
 - f. Education/experience required;
 - g. Wage and salary information;
 - h. Job performance evaluation;
 - i. Documentation/verification of all previous and ongoing training (including all component specific training and education);
 - j. Incident reports;
 - k. Commendations or disciplinary actions (if any).

This information must be reliable, accurate and current. All employee records must be kept in a locked file to ensure confidentiality.

5. The contractor shall be headed by a director. The director shall be responsible for the daily operation of the agency through decision-making, authorization of expenditures, and the implementation of policies and procedures.

Physical Facilities

The physical facilities must meet all licensing requirements per classification and should be located, constructed, equipped and operated to promote the efficient and effective conduct of the contractor's programs, to protect the health and safety of the persons serviced and the staff to promote the integration of those served into the community, to be accessible to persons served, staff and the community, meet the American's with Disabilities Act (ADA) and the Drug-Free Workplace Act of 1988.

FISCAL STANDARDS

For All Contractors

Compliance

1. The contractor shall comply with all federal and state statutes, rules and regulations. Cost principles, administrative requirements and audit requirements, applicable to federal grants shall apply to state funds. See attached Source Sheet.
2. The contractor shall comply with all aspects of the provision of the contact, including all insurance, bonding and audit and financial reporting requirements.

Insurance

1. The contractor, with the exception of New Mexico higher education institutions, shall obtain and maintain at all times during the term of this contract an Employee Dishonesty Policy covering the activities of the contractor in the amount of no less than 25% of the total (cumulative) dollar amount of the current CYFD contract(s).
2. The contractor shall obtain and maintain at all times during the term of this contract a general and professional liability insurance policy issued by an insurance company licensed to do business in the State of New Mexico. The policy shall include liability insurance coverage provided in the amount of at least \$100,000 for damage to or destruction of property arising out of a single occurrence; \$300,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage; or \$500,000 for all claims arising out of a single occurrence. The policy shall be secured by the contractor within thirty (30) days of the effective date of the current contract.
3. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department's Risk Management Division, shall secure and maintain sufficient fire and extended hazard insurance on all property in the custody of the contractor, which is furnished or owned by the Department or in which the Department has a financial interest, within thirty (30) days of the effective date of the current agreement. Sufficient insurance, for the purposes of this paragraph, means enough to cover CYFD's loss, if any to such property, in the event of fire or other hazard.

4. The contractor, with the exception of New Mexico higher education institutions if insured by General Services Department's Risk Management Division, shall name Children, Youth and Families Department as an "Additional Insured" with the insurance carrier of the contractor's liability insurance. A copy of the contractor's "Certificate of Liability Insurance" proving compliance with all the above insurance requirements must be available upon request.

Fiscal Books of Records

The contractor must maintain the following books of record:

1. Chart of Accounts
2. General Ledger
3. Cash receipts and Cash Disbursements Journals
4. General Journal of adjusting entries, correcting entries, accrual entries, and cost allocation entries if not provided for in cash journals.
5. Subsidiary ledgers, if applicable to the organization.
6. Any Capital Outlay Inventory purchased with CYFD funding includes at a minimum:
 - a. Description of property;
 - b. Serial number or other ID number;
 - c. Date of purchase;
 - d. Acquisition cost by funding source(s);
 - e. Location and use of property;
 - f. Disposition data including date and price, if any.
7. Payroll journals and employee earnings records.
8. Fiscal Policy and Procedures that must include:
 - a. Handling of cash/checks;
 - b. Handling of voided checks;
 - c. Authorized check signatures;
 - d. Bank reconciliations;
 - e. Separation of duties;
 - f. Accounting system;
 - g. Travel;
 - h. Cost allocation method;
 - i. Accounting policies for donations.

Reports

1. The contractor shall complete in full the State and Federal payroll tax forms in accordance with required time period and shall insure payroll taxes are paid within the required time frame.

2. The contractor shall complete in full and submit the required forms of the State Department of Labor.
3. The contractor shall submit timely program and financial reports to the funding agencies as specified in the contracts.

Retention of Records

The following are the requirements for the retention of financial records:

1. The contractor shall maintain for three (3) years, (in addition to current year records) detailed accounting and billing records which indicate the date, time, and nature of services rendered, records relating to contract services, and all operating financial documentation which shall be subject to inspection by the Department and if applicable, the State Auditor or their designee.
2. The Department shall have a right to audit billings and related documents both before and after payment. Payments made under a contract between the contractor and the Department shall not foreclose the right of the Department to recover excessive, illegal payments, and/or payments which are not in accordance with the contract.
3. The contractor shall maintain the funds from the CYFD contract **separately** in accurate financial records, books, files, and reports in accordance with generally accepted accounting principles, state and federal laws and regulation, and the requirements of the Departments as described in this **Administrative and Fiscal Standards Guidance**.
4. The financial management systems established by the contractor shall ensure it provides fiscal and budgetary controls as well as sound accounting procedures. A **Schedule of Revenues & Expenditures Budget to Actual Comparison** for each contract must be prepared and submitted to the Department at the same time as the annual financial audit or financial statement. The **Schedule** must include the approved original budget for the fiscal year, revised budget, actual revenue and expenditures and a variance column.

Audits

NOTE: Audit and financial reporting requirements are applicable to all contractors of Children, Youth and Families Department.

1. Sole proprietor contractors receiving Department funds under \$100,000.00 must submit to the Department the Sole Proprietor Business Reporting Form "Schedule C". Sole Proprietor billings are subject to review by the CYFD contract and program site reviewers and must be available upon request. A Sole Proprietorship is a type of business entity that is owned and run by one individual and in which there is no legal distinction between the owner and the business.
2. Audits for a contractor receiving under \$150,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor within a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
 - a) The contractor shall prepare financial statements that include a Revenue and Expenditure – Budget to Actual Comparison, Balance Sheet or Statement of New

Assets and Income Statement or Statement of Activities. The contractor shall disclose the method of accounting used (cash or accrual) to prepare such statements. The Revenues and Expenditures – Budget to Actual Comparison statement must include the original budget for the fiscal year as approved by the Board, revised budget, actual revenue and expenditures and variance column. A cash disbursement and cash receipt journal cannot take the place of the Balance Sheet and Income Statement. These financial statements shall be submitted to the Department's Contract/Audit Unit within three (3) months of the contractor's fiscal year end.

- b) This section (Section 2) does not apply to sole proprietor contracts covered under Audits section 1.
- 3. Audits for a contractor receiving \$150,000.00 to \$300,000.00 per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year) whose Board has elected to not conduct an audit must comply with the following:
 - a) The contractor shall have an Independent Auditor's Report of Agreed-Upon Procedures (AUP) to ensure compliance with contract requirements in accordance with General Accepted Accounting Practice (GAAP). The AUP report shall be submitted to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end.
 - b) The contractor shall ensure that the selected accounting firm performing the AUP report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected accounting firm shall not have provided non-auditing services within the year being reviewed.
- 4. Audits for a contractor receiving \$300,000.00 or greater per year in cumulative Department funds (a total of all CYFD contracts awarded to the contractor with in a fiscal year):
 - a) The contractor shall have an Independent Audit Report that conforms to the General Accounting Standards (Yellow Book) as recommended by GAO. This Independent Audit Report shall be submitted to the Department's Contract/Audit Unit within nine (9) months of the contractor's fiscal year end. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.
 - b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two year break. The selected auditor shall not have provided non-auditing services within the year being audited.
- 5. Audit for an contractor receiving over \$500,000.00 per year in cumulative Federal funds (a total of all contracts awarded to the contractor with in a fiscal year) the contractor must receive an audit as required by the U.S. Office of Management and Budget, Circular A-133 Audits of States, Local Governments and Non-Profit Organizations. The contractor must also submit a copy of any Management Letter Comments issued by the Independent Auditor in a separate report.

- a) The Contractor must submit one copy of their audited financial statements within nine (9) months of their fiscal year end to the Agency's Contract/Audit Unit. The Contractor must also submit a copy of the Management Letter Comments issued by the Independent Auditor in a separate report.
- b) The contractor shall ensure that the auditor or auditing firm performing the audit report is rotated every six (6) years (or less if mandated by the State Auditor) with a minimum two-year break. The selected auditor shall not have provided non-auditing services within the year being audited.

6. Financial Statements, AUP and Audits must be mailed to:

Children, Youth and Families Department
Contract/Audit Unit
P.O. Box 5160
Santa Fe, NM 87502

SOURCE SHEET

ADMINISTRATIVE REQUIREMENTS

Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; also known as the Common Rule.

OMB Circular A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.

COST PRINCIPLES

OMB Circular A-87, Cost Principles for State and Local Governments.

OMB Circular A-122, Cost Principles for Non-Profit Organizations.

FASB and AICPA Statements and Professional Pronouncements.

AUDITS

OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations.

OMB Compliance Supplement for Audits of States, Local Governments and Non-Profit Organizations.

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).

FASB and AICPA Statements and Professional Pronouncements.

U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision)

FASB and AICPA Statements and Professional Pronouncements.

Attachment 4 – Business Associate Agreement

This is a business associate agreement in compliance with 45 CFR Section 160.504(e)(2) of the HIPAA privacy rule. Contractor understands that it may be considered a business associate of the Department under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

- The disclosures the Department will make to Contractor of any information that identifies an individual and includes information about the individual's health (protected health information), whether in electronic or physical form, shall be limited to the minimum reasonably necessary for Contractor's delivery of services described in the Scope of Agreement to which the parties have agreed to in the Contract.
- Any disclosures by Contractor of the individual's protected health information inconsistent with this agreement are strictly prohibited and shall be cause for termination of the Contract. Contractor shall take all reasonable steps to avoid such disclosures, including but not limited to implementation of all practical administrative, physical and technical safeguards.
- After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing the individual's protected health information to the Department. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.
- Contractor understands it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the Department's privacy office or the federal Office of Civil Rights. Contractor also understands it is responsible for reporting any other disclosure for purposes other than treatment, payment or operations to the Department's privacy office.
- Contractor agrees to bind their agents and subcontractors to the terms of this agreement.
- Contractor understands an individual has the right to inspect and request changes to the protected health information the parties use or create and that an appropriate privacy officer or the federal Office of Civil Rights has the authority to inspect the parties' procedures for management of the individual's protected health information.